

REQUEST FOR PROPOSALS

Kentucky Retirement Systems

Hearing Officer Services

2016

Section I

General Information

A. Issuing Office

This Request for Proposals (“RFP”) is being issued by the Kentucky Retirement Systems (“KRS”). The only entity and individual having the authority to obligate KRS in regard to this solicitation are the Board of Trustees of the Kentucky Retirement Systems and its Executive Director.

B. Purpose of Document

KRS intends to secure a contract for a hearing officer to conduct administrative hearings in accordance with the provisions of KRS Chapter 13B as provided in Kentucky Revised Statutes Chapters 16, 61 and 78.

C. Commitment of KRS

KRS reserves the right to withdraw this RFP at any time and for any reason.

Receipt of proposal materials by KRS or submission of a proposal to KRS confers no rights upon the Respondent nor obligates KRS in any manner.

A personal service contract, based on this RFP, may or may not be awarded. Any contract resulting in an award from this RFP is invalid until properly approved and executed by KRS. Any agreements shall be construed and interpreted according to the laws of the Commonwealth of Kentucky. This RFP and the Respondent’s proposal shall become a part of the contract, if and when issued.

D. Inquiries

Contact with KRS or other agency personnel except as specified below is prohibited. All technical inquiries in regard to this solicitation shall be made in writing to:

Angela D. Stevens
Kentucky Retirement Systems
1260 Louisville Road
Frankfort, KY 40601
Phone: 502-696-8651
Fax: 502-696-8615

No verbal representations made or assumed to be made during any discussions held between representatives of potential Respondents and any KRS personnel are binding.

E. Period of Contract

The term of the initial contract will be for one year from date of approval by the Board of Trustees of KRS. It is anticipated that the contract may subsequently be renewed with terms and conditions for such renewals being subject to negotiation.

F. Payment for Services

1. Payment Procedures

Payments are predicated upon completion of the described work and delivery of the required reports. KRS will consider payment based on agreed upon deliverables.

2. Method of Payment

Each invoice for services shall contain an itemization of services performed and the rates associated with each activity. A preferred format will be provided to the candidate selected to provide hearing officer services. Reimbursement for travel shall be made in accordance with the Travel Policy adopted by the Board of Trustees of KRS in effect at the time services are rendered. KRS will make every reasonable effort to make payments within 30 business days after receipt of a properly supported invoice. Travel time is hereby specifically excluded from being a chargeable service.

G. Verification of Information

KRS may request documentation from Respondents of any information provided in their proposals.

H. Cost of Preparing Proposal

Costs for developing the proposal are solely the responsibility of the Respondent. KRS shall provide no reimbursement for those costs.

KRS may ask Respondents to participate in a telephonic or in-person interview. Any costs associated with the interview shall be the responsibility of the Respondent and shall in no way be billable to KRS.

Section II

Overview

KRS operates three retirement systems under Kentucky Revised Statutes Chapter 16.505 et seq., Chapter 61.510 et seq. and Chapter 78.510 et seq. with each plan being a tax qualified governmental defined benefit plan pursuant to IRC Section 26. A Board of Trustees, who has appointed an Executive Director as the Chief Administrative Officer, governs the Systems.

Additional information concerning the Systems, including board policies, can be obtained at the following web site: <http://kyret.ky.gov>.

Section III

Statement of Work

A. General Nature of Services Required

- 1) Conduct administrative hearings in accordance with the provisions of KRS Chapter 13B regarding denial of disability benefits as provided in KRS Chapters 16, 61 and 78.
- 2) Conduct administrative hearings in accordance with the provisions of KRS Chapter 13B regarding appeals of final decisions of the systems which affect member's benefits.
- 3) Conduct administrative hearings in accordance with the provisions of KRS Chapter 13B under KRS 61.598.
- 4) Prepare orders and recommendations.

B. General Respondent Qualifications and Experience

Proposals shall provide, at a minimum, the following information to evidence the Respondent's qualifications and experience in delivering services similar to those required by this RFP:

- 1) The Respondent's name, home and office address and telephone number.
- 2) Provide summary information regarding the Respondent's professional and experience qualifications. Provide proof that the Respondent is licensed to practice law in the Commonwealth of Kentucky. Provide proof that the Respondent has completed the required training to be certified as a hearing officer in accordance with KRS 13B.030. Alternatively, if training has not been complete, a schedule of when the Respondent will complete the training.
- 3) Describe any experience in providing hearing officer services to other private or government entities such as state, city, or county government.
- 4) References. Describe general types of cases handled and client references on these matters. KRS may request that you furnish a contact person and telephone number.
- 5) Describe other relevant legal experience.

Section IV

Terms and Conditions

A. General

The contract shall be construed according to the laws of the Commonwealth of Kentucky. Any legal proceedings against KRS regarding this RFP or any resulting contract shall be brought in a Commonwealth of Kentucky judicial forum. Venue shall be in Franklin County, Kentucky.

B. Proposals - Acceptance and Disposition

All proposals properly submitted shall be accepted by KRS for consideration. However, KRS reserves the right to request amendments, reject all proposals, reject any proposal, or cancel this RFP, according to what is in the best interests of KRS.

This RFP is the property of KRS and may not be sold or copied without the express written consent of KRS. The successful proposal shall be incorporated into the resulting contract by reference.

C. Advertising Award

The Respondent shall agree not to refer to the award of a contract in commercial advertising in a manner that states or implies that the individual or firm or its services are endorsed or preferred by KRS or the Commonwealth of Kentucky.

D. Term and Type of Contract

KRS will pay an hourly fee of sixty dollars (\$60.00) for hearing officer services. The Hearing Officer will bill KRS at the end of each calendar month and the bill shall indicate the number of hours worked with a brief description of the work performed and the administrative action number of the case on which the work is performed. The contract includes a confidentiality agreement, a conflict of interest statement, and a business associate agreement all of which are required.

This engagement may be cancelled upon 30 days written notice by KRS without cause and no work will be compensated after the date of that notice. KRS will not be subject to any claim for payment beyond the hours actually worked.

E. Independent Contractor

It is expressly agreed that the Respondent and any subcontractor and agents, officers, and employees of the Respondent in the performance of this contract shall act in an independent capacity, and not as officers or employees of KRS or the Commonwealth of Kentucky.

F. Subcontracts

No contract shall be made by the Respondent with any other party for furnishing any of the work or services herein contracted for without the express consent, guidance, and written approval of KRS.

G. Hold Harmless

The Respondent shall indemnify, defend, and hold harmless KRS, the Commonwealth, and their officers, agents, and employees from:

- any claims or losses for service rendered by the Respondent, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract;
- any claims or losses to any person or firm injured or damaged by the erroneous or negligent act of the Respondent, its officers or employees in the performance of the contract;
- any claims or losses resulting to any person or firm injured or damaged by the Respondent, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by federal or state statutes or regulations; and
- any failure of the Respondent, its officers, subcontractors, or employees to observe Kentucky statutes, including but not limited to, labor laws and minimum wage laws.

H. Employment Practices

The Respondent shall not discriminate against any employee or applicant for employment because of race, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or disability. The Respondent shall take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age, (except as provided by law), marital status, political affiliation, or disability. This action shall include, but is not limited to, the following: layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this clause.

Section V

Instructions for Proposal Preparation

A. Response Format and Proprietary Information

This RFP specifies the format, required information, and general content for proposals submitted in response to the RFP. KRS shall not disclose any portions of the proposals prior to contract award to anyone outside KRS' contract award process. After a contract is awarded in whole or in part, KRS shall have the right to duplicate, use or disclose all proposal data submitted by Respondents in response to this RFP as a matter of public record. KRS shall treat the information provided by the Kentucky Open Records Act, KRS 61.870 et seq., and other applicable statutes.

B. Proposal Submission Requirements

Each qualified Respondent shall submit only one proposal. Alternate proposals shall not be allowed.

Proposals shall be mailed to:

Angela D. Stevens
Administrative Appeals Coordinator
Kentucky Retirement Systems
1260 Louisville Road
Frankfort, Kentucky 40601

Or, hand-delivered to:

Angela D. Stevens
Administrative Appeals Coordinator
Kentucky Retirement Systems
1270 Louisville Road
Frankfort, Kentucky 40601

The package shall be marked: **HEARING OFFICER RFP**

C. Transmittal Letter

The transmittal letter shall be on the Respondent's official business letterhead. It shall include the following, in the order given:

- a signed statement certifying that no personnel currently employed by, under contract with, or in any way associated with the Commonwealth or KRS have participated in any activities relating to the preparation of the Respondent's proposal, except as provided for in this RFP;

- a statement that acknowledges and agrees to all of the rights of KRS, including terms and conditions, and all other rights and terms specified in this RFP;
- a statement explaining any exceptions taken to the requirements of this RFP;
- a statement that contains the Respondent's contact person, address, phone, and fax numbers;
- a statement certifying that the Respondent is a licensed attorney in the Commonwealth and has attended, or will attend, the required hearing officer certification training conducted by the Attorney General's Office.

The letter shall be signed by the person with the authority to bind the individual or firm, answer questions, and provide clarification concerning its proposal.

Section VI

REVIEW CRITERIA

The engagement will be awarded based upon an evaluation of the responses received by KRS staff that provides the best value to KRS. The following criteria will be used:

Hearing Officer Experience	40 points
Legal Experience	35 points
Education	25 points
<u>Interview (if necessary)</u>	<u>20 points</u>
 Total	 120 Points